

Exhibit B

SETTLEMENT AGREEMENT

This agreement is made effective the 1st day of November, 1991, by and between HERMAN R. GUERRERO and PEDRO R. GUERRERO (hereinafter collectively referred to as "GUERRERO") and MASAYUKI ISODA (hereinafter referred to as "ISODA").

W I T N E S S E T H:

WHEREAS, ISODA has maintained certain civil proceedings in the United States District Court for the Northern Mariana Islands, styled Masayuki Isoda v. Pedro R. Guerrero, District Court Civil Action No. 89-0029, and Masayuki Isoda v. Herman R. Guerrero, et al., District Court Civil Action No. 89-0003); and

WHEREAS, these proceedings arise out of certain disputes existing between GUERRERO and ISODA surrounding certain real property, located at Garapan, Saipan, Commonwealth of the Northern Mariana Islands, more particularly described as Lot No. 001 D 51, and Lot No. 001 D 52, and ownership and operation of MARIANAS TRADING AND DEVELOPMENT CORPORATION (hereinafter referred to as "MTDC"); and

WHEREAS, GUERRERO has maintained certain counterclaims against ISODA arising in the same proceedings; and

WHEREAS, ISODA has filed an involuntary bankruptcy proceeding with MTDC as the debtor in the Bankruptcy Court for the Northern Mariana Islands, styled Bankruptcy Case No. 89-0003; and

WHEREAS, GUERRERO and ISODA are desirous of resolving the differences existing between them and dismissing the various legal proceedings hereinabove mentioned, now, therefor,

Premises considered and the following terms and conditions, the parties hereto agree as follows:

Exhibit "A"

1. STOCK ASSIGNMENT; RESIGNATION. GUERRERO shall assign all of their interest in MTDC, which represents fifty-two percent (52%) of the common stock in said corporation over to ISODA or his designee. GUERRERO shall resign as directors and officers of MTDC.

2. CDA LOAN. ISODA shall pay to the COMMONWEALTH DEVELOPMENT AUTHORITY (hereinafter referred to as "CDA") in full the loan GUERRERO BROTHERS COMPANY, INC. (hereinafter referred to as "GBI") has with CDA, or may alternatively assume said loan, causing CDA to release GBI and GUERRERO from all obligations and liability under said loan, and release all collateral which GBI or GUERRERO may have pledged or mortgaged to secure said loan. The foregoing shall be accomplished within fifteen (15) days of the occurrence of the conditions contained in paragraph 4, infra.

3. ASSUMPTION OF LIABILITIES AND INDEMNIFICATION. ISODA shall, and by these presents does, assume all obligations and liabilities of MTDC and holds GUERRERO and GBI harmless from all suits, claims, liability and obligations and shall indemnify and hold harmless GBI and GUERRERO from any claims, suits, obligations, or liabilities arising out of the operation of MTDC whether said suits, claims, obligations and liabilities accrued before or after the date of this agreement, whether known or unknown.

4. CONSIDERATION. That GUERRERO shall pay to ISODA the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) for all of ISODA's rights, title and interest to that certain real property described as Lot No. 001 D 51, containing an area of 617 square meters, more or less, and Lot No. 001 D 52, containing an area of 623 square meters, more or less, said properties being located in

Garapan, Saipan, Commonwealth of the Northern Mariana Islands (hereinafter referred to as the "Garapan Properties"). Said payment of \$350,000.00 to be made within ninety (90) days of the execution of this agreement. Should GUERRERO fail to make the \$350,000.00 payment to ISODA within said ninety (90) days period, then PETE GUERRERO will immediately enter into a fifty-five (55) year lease with ISODA to the Garapan Properties. ISODA will then sublease or assign the lease to said Garapan properties, and upon this occurrence, ISODA shall pay to GUERRERO from the gross proceeds of said sublease or assignment of lease thirty-three and one third percent ($33 \frac{1}{3}\%$) of said amount. The sublease or assignment shall be for not less than the fair market value of said Garapan properties as determined by an appraisal conducted by an appraiser qualified to conduct real property appraisals in the Commonwealth. In the event the parties are unable to agree on an appraiser then GUERRERO and ISODA shall each select an appraiser and the fair market value shall be the mean of the two appraisals.

5. DISMISSAL OF CASES. That ISODA shall dismiss with prejudice all claims in District Court Civil Actions 89-0029 and 89-0003 and GUERRERO shall dismiss with prejudice all counterclaims in District Court Civil Action No. 89-0003, the parties to bear their own costs and fees, except as provided herein. ISODA shall further cause the dismissal of District Court for the Northern Mariana Islands Bankruptcy Case No. 89-0003.

6. VACATE PREMISES. That ISODA shall cause MTDC to vacate the premises which it is using in Tanapag and remove all items of property owned by MTDC from said premises within thirty (30) days

from the date of the execution of this Agreement. In the event that said properties are not removed from the premises by that time, GUERRERO may enter the premises and remove said property at the cost and risk of ISODA.

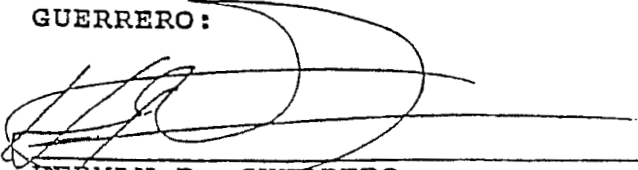
7. PAYMENT OF ATTORNEY'S FEES. That ISODA shall pay to counsel for GUERRERO the sum of Six Thousand Dollars (\$6,000.00), as and for attorney's fees, upon the payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) to ISODA as is contained in paragraph 4, supra. If GUERRERO does not pay said amount within the ninety (90) day period and a lease is executed between GUERRERO and ISODA, upon ISODA's subleasing or assigning said lease, ISODA shall pay to counsel for GUERRERO, attorney's fees in the amount of Twelve Thousand Dollars (\$12,000.00).

8. TERMS CONFIDENTIAL. That this settlement agreement shall remain confidential and none of the parties herein, their agents, attorneys or employees shall divulge the contents and terms of this agreement.

IN WITNESS WHEREOF, GUERRERO has executed this agreement in Saipan, Commonwealth of the Northern Mariana Islands and ISODA has executed this agreement in Agana, Guam.

GUERRERO:

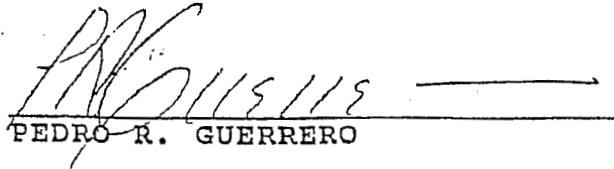
ISODA:


HERMAN R. GUERRERO


MASAYUKI ISODA

DATED: Nov. 1, 1991

DATED: Oct. 30, 1991


PEDRO R. GUERRERO

DATED: Nov 1, 1991

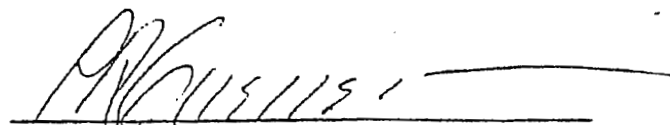
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RESIGNATION AS DIRECTORS AND OFFICERS

HERMAN R. GUERRERO and PEDRO R. GUERRERO, directors and officers of MARIANAS TRADING AND DEVELOPMENT CORPORATION do hereby submit their resignations as directors and officers of said corporation, effective on the date hereinbelow written.

DATED: Nov. 1, 1991.

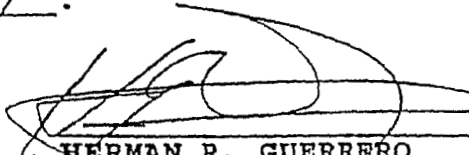

HERMAN R. GUERRERO



PEDRO R. GUERRERO

ASSIGNMENT OF COMMON STOCK

HERMAN R. GUERRERO and PEDRO R. GUERRERO, the owners together of fifty-two percent (52%) of the outstanding common stock in MARIANAS TRADING AND DEVELOPMENT CORPORATION, in consideration of the terms and conditions of that certain settlement agreement executed on the ____ day of September, 1991, do hereby transfer, assign and convey over unto MARIANAS TRADING AND DEVELOPMENT CORPORATION all of their ownership interest in said corporation and all common stock owned by them in said corporation.

DATED: Nov. 1, 1991.


HERMAN R. GUERRERO


PEDRO R. GUERRERO